

March 19, 2010

AGREEMENT  
BETWEEN  
THE CAPE MAY CITY EDUCATION ASSOCIATION  
AND  
THE CAPE MAY CITY BOARD OF EDUCATION

2009-2012

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## PREAMBLE

This Agreement is entered into this 15<sup>th</sup> day of March, 2010 by and between the Board of Education of the City of Cape May, New Jersey; hereinafter called the Board, and the Cape May City Education Association, hereinafter called the Association.

## WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cape May City School District is their mutual aim; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY ACKNOWLEDGED AS FOLLOWS:

## ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this agreement as the exclusive representative for purposes of collective negotiations, concerning the terms and conditions of employment for the employees as set forth in Appendix A, attached hereto and made a part hereof.
- B. All other positions established or to be established by the Board, not specifically enumerated above, are excluded from the negotiation unit, unless agreed to by the parties or determined by the Public Employment Relations Commission to be included within the unit.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all certified professional employees represented by the Association.
- D. Should the unit be modified in accordance with "B" above, negotiations will take place between the parties as to the terms and condition of employment of any new unit positions.

## ARTICLE 2 NEGOTIATION PROCEDURES

- A. Negotiations shall commence in accordance with NJAC 19: 12-21 (B) no later than 120 days prior to the public employer's required budget submission date.
- B. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.
- C. Neither party in any negotiations shall have any control over the selections of the negotiating representatives of the other part.

## ARTICLE 3 GRIEVANCE PROCEDURE

### A. DEFINITIONS

#### 1. Grievance

"Grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of the Agreement, Board policies or Administrative decisions affecting terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party of Interest

A "party of interest" is the grievant(s) or association making the claim and any person, including the grievant(s), association, board or its agent who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, resolution to differences concerning the rights of the parties regarding the terms and conditions of employment of teachers as will be defined by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Waiver of Grievances

Any grievance shall be deemed waived unless it is submitted in writing under the terms of C.4.b. below within twenty (20) school days after the aggrieved party(ies) knew or should have known of the event or conditions on which it is based.

4. Level One – Chief School Administrator

- a. Any teacher or group of teachers who has a grievance shall discuss it first with the Chief School Administrator in an attempt to resolve this matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, the teacher shall, within five (5) school days of the informal discussion, set forth his grievance in writing to the Chief School Administrator. The Chief School Administrator shall communicate his decision to the teacher in writing within ten (10) school days after the Chief School Administrator's receipt of said complaint.

5. Level Two – Board of Education

If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education within ten (10) school days after receipt of the Chief School Administrator's communication. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within ten (10) school days.

6. Level Three - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education and the grievance alleges a violation of the terms of this Agreement, only then he may, within ten (10) school days after the decision by the Board of Education or fifteen (15) school days after the decision was delivered to the Board of Education, request in writing that the Association submit the grievance to arbitration within ten (10) school days after receipt of the request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrations may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is

in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding.

- d. The cost for services of the arbitrator, including per diem expenses, if any, and actual or necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the Board and the Association.

#### D. RIGHTS OF TEACHERS TO REPRESENTATION

##### 1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the grievance procedure.

##### 2. Reprisals

Both parties understand and agree that reprisals of any kind are not permitted and shall not be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### E. MISCELLANEOUS

##### 1. Group Grievances

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

##### 2. Written Decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances will be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article, subject to the applicable provisions of the Open Public Meetings Act.

ARTICLE 4  
TEACHERS' RIGHTS

- A. No teacher shall be disciplined or reduced in rank or compensation without just cause. For purposes of this clause, non-renewal of a non-tenured teacher, withholding of an increment, or the substance of a negative evaluation shall not constitute a discharge, disciplinary action, or reduction in rank or compensation.
- B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. The Board and the Association agree that no teacher be required under any circumstances to transport a student in a private automobile.
- D. The Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.



ARTICLE 5  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided they abide by Board policy.
- B. Cape May City Education Association and its officers may use the building at any time when available and upon notification of an administrator. If an administrator is unavailable, the Association shall notify one of the school secretaries.
- C. The Association shall have exclusive use of a bulletin board in the faculty lounge in the building. Copies of all materials to be posted on such bulletin board shall be subject to review by the Chief School Administrator.
- D. The Association may use the school mail boxes in a reasonable manner with the permission of the Chief School Administrator.
- E. Material addressed to the building representatives, by name, received in the building will be placed in their mail boxes unopened.
- F. The President of the Association or his representative shall enjoy freedom to enter and leave the building on Association business at reasonable times when school is in session and if not otherwise assigned.
- G. The Association shall have the privilege to use facilities and equipment. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for the reasonable cost(s) of repair(s) of such equipment damaged through misuse or accident, excluding normal wear and tear.
- H. The Association hereby reserves unto itself all powers and rights vested and conferred upon it by the rules, regulations, laws and the Constitution of the United States of America, and the Constitution of the State of New Jersey.

ARTICLE 6  
SCHOOL CALENDAR

- A. Prior to April 1 of each year the Association shall meet with the Chief School Administrator and submit its recommendations for the calendar for the ensuing year.
- B. The number of teaching workdays during the school calendar as adopted shall not exceed 185, consisting of 181 actual teaching days plus four (4) days for: orientation, one (1); NJEA, two (2); workshop/in-service, one (1).
- C. All new non-tenured teaching staff members shall work four (4) additional Preparation Days prior to Staff Orientation Day, but not earlier than August 20<sup>th</sup>. All non-tenured staff members who have completed one year of teaching in the District

shall work two (2) additional Preparation Days prior to Staff Orientation Day, but not earlier than August 20<sup>th</sup>.

## ARTICLE 7 SALARIES

- A. Salary rates and related salary provisions are in Appendix "A" , "B" , and "C" , which shall be considered part of this Agreement and attached hereto.
- B. Pay Procedures
  - 1. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) bi-weekly installments. Payments shall be made every other Friday.
  - 2. Direct Deposit and Credit Union Deductions
    - a. All teachers shall be paid by direct deposit.
    - b. The Board will provide each teacher the option of having a credit union direct deposit. This service will be provided at no cost to the teacher.
  - 3. When pay-day falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.
  - 4. Teachers shall receive their final checks on the last working day in June.
  - 5. In order to be eligible to receive an increment, a teacher must have worked or been on approved paid leaves of absence under the terms of this contract at least one-half of the school year, plus one day. Days used for sick leave, personal days, sabbatical leave, and other approved paid leaves of absence shall be counted as days worked.

## ARTICLE 8 TEACHER ASSIGNMENT & TRANSFER

- A. Teachers shall be notified of their employment and salary status for the ensuing year no later than May 15. Ethically, the Association, when notified by a teacher, will inform the Board of Education of teachers not returning by May 15.
- B. Teachers shall be given written notice of their tentative assignments not later than June 1.
- C. As soon as possible, all teachers shall be notified of vacancies and vacancies will be posted in the central office plus the staff lounge. When school is not in session (i.e. summer break), teachers shall be notified by mail.

- D. A reassignment or transfer of a teacher will take place only after a meeting between the teacher involved and the Chief School Administrator. At said meeting, the teacher will be notified of the reason(s) for a reassignment or transfer. The teacher may have an Association representative present if he/she elects to do so.

## ARTICLE 9 TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
1. Teachers shall be given a copy of any class visitation or evaluation report no later than eight (8) school days after the class visitation. Within five (5) school days after receipt of the evaluation, teachers shall make an appointment through the school secretary to meet with the evaluator to discuss the evaluation. No teacher shall be required to sign a blank or incomplete form. A signature indicates receipt of said evaluation and not agreement with it.
  2. Teaching staff members shall have the right to file a rebuttal to any evaluation within ten (10) school days, and said rebuttal shall be signed by the teacher and attached to the teacher's evaluation in his personnel file.
  3. Tenured teachers shall be observed at least once a year and non-tenured teachers at least three times a year.
- B. Complaints of a serious nature or those made against a teacher concerning the regular performance of his/her instructional duties shall be received in writing. A copy of a written complaint received by the Chief School Administrator will be given to the teacher to be able to respond, rebut or have a representative available at any meetings concerning said complaint.
- C. The Board agrees to abide by such procedures contained within the rules, regulations and State statutes concerning tenured and non-tenured teacher evaluation, withholding of increments and non-renewal.
- D. Teachers have the right to review non-confidential material in their personnel file by making an appointment with the Chief School Administrator. Confidential material is defined as letters of reference and other similar documents which shall not be used in any disciplinary action. The teacher shall have the right to have a representative present during the teacher's inspection of his/her file. The teacher shall have the right to make a copy of any material within the file at the cost of .15 for each copy after having been given one free copy at any prior time.

ARTICLE 10  
SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. All full-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All part time employees shall be entitled to a pro-rated number of sick days.

B. Temporary Leaves of Absence

All full-time employees shall be entitled to three (3) personal leave days within each school year, provided that a formal written request is initiated. Said request shall be approved by the Chief School Administrator, and shall have been submitted at least five (5) days prior to the date requested except in emergency. A copy of each request shall be filed with the Chief School Administrator. Except in emergency, personal leave shall not be granted at the beginning or end of the school year, or immediately prior to or after any scheduled vacation period or a school holiday. Unused personal leave days shall be added, on a yearly basis, to the teacher's accumulative individual sick leave bank.

C. Bereavement

1. In case of absence for bereavement on account of the death of an employee's spouse, parent, child, grandchild, brother or sister, full salary shall be paid for a period of up to five (5) consecutive school days. This provision shall also apply in case of death of another member of the employee's immediate household.
2. Up to two day's absence without loss of pay shall be allowed to attend the funeral of grandparents, mothers-in-law and fathers-in-law not covered by the preceding paragraph.
3. One day's absence without loss of pay shall be allowed to attend the funeral of *all other relatives or close friends* not covered by the preceding paragraphs.

- D. Five (5) days absence without loss of pay shall be allowed for serious illness in immediate family. All unused family sick days shall not be accumulated. "Immediate family" is defined as father, mother, spouse, child, brother, sister or any dependent member of the immediate household.

- E. All requests for permission to be absent for reasons other than illness must be made in writing by the teacher to the Chief School Administrator, including specific time required and the reason for absence.
- F. Upon retirement, as defined as applying for, qualifying for and receiving payments under the Teachers' Pension and Annuity Fund, resignation or RIF from employment with the Cape May City School District, an employee who has been employed in the school district for twelve (12) years, shall be paid \$120.00 per day for unused accumulated sick leave days the employee has accumulated while employed in the Cape May City School District, to the date his/her employment terminates, to a maximum of \$15,000.00. In the event the employee dies prior to the receipt of said payment the Board shall make the payment to the deceased's estate.

## ARTICLE 11 EXTENDED LEAVES OF ABSENCE

### A. Sabbatical Leave

1. Any teacher who has served continuously in Cape May City Public School for a period of at least seven (7) years may, on the recommendation of the Chief School Administrator and the approval of the Board, be granted sabbatical leave of absence not exceeding one (1) year for the following purpose:
  - a. approved study
  - b. approved travel
2. While on sabbatical leave, a teacher shall receive full salary if the sabbatical leave is for one-half year or 50% salary if the sabbatical leave is for a full year. Requests for leave of absence shall be made before January 1 of the school year previous to the school year for which leave of absence is requested and the Board shall act upon the request by April 1.
3. Teachers on sabbatical shall receive their paychecks on the same payment schedule as the rest of the teaching staff.
4. To the extent permitted by law a teacher absent on sabbatical leave shall be eligible to participate in the employee benefit programs on the same basis as a teacher not absent on leave.
5. A teacher returning from sabbatical leave shall be placed on the step of the schedule he/she would have attained had he/she remained in the school system.
6. Any teacher who has been granted a sabbatical leave shall be obligated to return to employment in the Cape May City School District for a minimum of one school year following completion of the sabbatical leave.

7. Any teacher granted a sabbatical leave shall sign a promissory note to reimburse Cape May City Board of Education for pay received should he/she not return to work for the year following the leave. In the event the employee dies or is totally disabled as defined by TPAF, the employee or the employee's estate shall not be obligated to reimburse the Cape May City Board of Education.

B. Medical Disability Leave

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay for up to one year as may be required. If the employee has sick days on the books, he/she shall indicate the number of these accumulated sick days to be used prior to beginning their extended leave of absence. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical absence leave, the Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.
  - a. The Board retains the right to place a teacher on medical leave for any one of the following reasons:
    - (1) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction;
    - (2) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
      - (i) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
      - (ii) the Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or
      - (iii) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the leave. However, in the event ninety (90) days advance notice is not possible, the teacher shall file a written request with the Administrator for such leave within seven (7) calendar days after the teacher knew of the need for the medical disability leave. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written requests shall indicate the plans of the teacher upon termination of the medical disability leave as to their returning to work, resigning, retiring or applying for another type of leave.

The commencement date of a disability leave may be adjusted by up to thirty calendar days after consideration of the teacher's need(s), students' needs, and administrative feasibility. A medical disability leave's termination date may be adjusted so that return to work coincides with a marking period break.

No tenured or non-tenured teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that is, the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph B-1-b-(iii), of this Article.

#### C. Child Rearing Leave

A teacher shall be entitled to an unpaid leave of absence for child rearing purposes for the balance of the year in which the child is born or adopted and, if desired, for the entire following school year. Return to active employment is preferred in September of the new school year, or at any natural break in the school year, with Board approval.

A written request for such child rearing leave must be submitted to the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the unpaid leave, if possible and must include the termination date of the leave. In the event ninety (90) days prior notice is not possible, the teacher shall request such leave in writing to the Superintendent as soon as possible and shall alert the Superintendent, in writing, of the probable need for such leave.

#### D. Miscellaneous Provisions

1. Other leaves of absence without pay may be granted by the Board for good reason.

2. A teacher shall not receive increment credit for time spent on a leave pursuant to Sections C. and D. of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the Chief School Administrator. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulative sick leave, shall be restored to him upon his return and every effort shall be made to assign the same position which he held at the time said leave commenced. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the teacher shall be notified in writing.
3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
4. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of this provision.
5. The Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.

## ARTICLE 12

### PROTECTION OF TEACHERS, STUDENTS & PROPERTY

#### A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions.

#### B. Assault

##### 1. Legal Assistance

The Board shall give full legal assistance for any physical assault upon the teacher while acting in the correct discharge of his duties.

##### 2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary less workmen's compensation and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

#### C. Reporting Assaults



Teachers shall immediately report in writing, cases of assault suffered by them in connection with their employment to their Chief School Administrator or other immediate superior.

- D. The Board shall reimburse employees for the reasonable cost, up to \$500.00, of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
- E. The Board shall protect employees through appropriate insurance against loss for the cost of psychological, medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

### ARTICLE 13 BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of Cape May City, New Jersey, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:
  - 1. To the executive management and administrative control of the school system and its properties, and its facilities.
  - 2. To hire and dismiss all employees and subject to the provisions of law to determine their qualifications and to promote and transfer employees.
  - 3. To establish policies regarding grading systems and courses of instruction, including special programs.
  - 4. To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
  - 5. To determine schedules and the hours of instruction.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the implementation thereof shall be limited by the specific and express terms of this Agreement and the rules, regulations and Statutes of the State of New Jersey.

ARTICLE 14  
INSURANCE PROTECTION

A. Full Health Coverage

The Board shall provide the health care insurance protection designated below for the duration of this contract. The Board shall pay the full premium for each teacher and, in cases where appropriate, spouse, parent/child, and family insurance coverage under the New Jersey Employees' Health Benefits Program (SEHBP) - School Employee Group Direct 10 plan, administered by Horizon Blue Cross Blue Shield of New Jersey.

B. The Board will provide, at no cost to the employee, a prescription plan.

C. Dental Plan

The Board will provide, at no cost to the employee, a dental plan as outlined below, or comparable, for employees and their dependents, as recognized under the Horizon Dental Option Plan.

Basic Coverage – Prevention & Diagnostic (X-Ray & Cleaning)	Plan covers 100%
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Remainder of work (fillings)	Plan covers 70% Member pays 30%
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Prosthodontics (dentures)	Plan covers 50% Member pays 50%
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There is no deductible

The maximum coverage for each member for 1 calendar year is \$1,000.00.

Any employee hired on or after July 1, 2009, who is otherwise eligible for insurance, shall be covered by Board-paid dental insurance at the single enrollment level for the first three (3) years of employment. Any teacher who comes to the District directly from another school district and who has at least three (3) years of teaching experience at the time of hire shall be enrolled at the appropriate enrollment level at Board cost consistent with all other teachers on staff before the date of mutual ratification of the 2009-2012 Agreement notwithstanding the language contained in the foregoing sentence.

ARTICLE 15  
PERSONAL AND ACADEMIC FREEDOM

Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, providing said activities do not violate any local, state or federal law.

ARTICLE 16  
EXTRA DUTY

- A. In recognition of extra responsibilities incurred for the following activities, those teachers appointed shall receive an annual stipend of \$650 with the exception of Athletic Programs. For Board approved activities related to the Athletic Programs after school hours, \$650 per semester will be paid to a maximum of \$1,300. The following is a list of Board approved activities:

Athletic Program Monitor  
Computer Club Monitor  
Drama Club Moderator  
Earth Club Moderator  
Guitar Club Moderator  
Homework Club Moderator  
Language Arts Literacy Liaison  
Mathematics Liaison  
Newspaper/Media Club Moderator  
Safety Patrol Moderator  
School-Wide Enrichment Coordinator  
Science Liaison  
Social Studies Liaison  
Student Council Moderator  
Website Support Teacher  
World Language Club Moderator  
Yearbook Club Moderator  
I & RS Committee Member  
Volunteer Committee Member  
Curriculum Committee Member

Any other Board approved after school club

- B. Extra instruction (homebound or tutoring). Teachers shall be paid \$50.00 per hour.
- C. Summer School Instruction, Curriculum Writing, After School Program, and any other Board approved services performed by Teachers under this Article shall be paid at a rate of \$35.00 per hour.

ARTICLE 17  
TEACHING HOURS/TEACHING LOAD

A. Teacher Day

1. Arrival and Dismissal Times

No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day (6 hours, 30 minutes) and they shall be permitted to leave twenty (20) minutes after the end of the pupils' school day, Monday through Thursday. On Fridays, or on days preceding holidays or vacations, the teachers' day shall end five (5) minutes after the end of the pupils' day. The days preceding the Thanksgiving, Christmas and Easter holidays will be early dismissal days. The day of the scheduled 'Back to School Night' will be an early dismissal day.

2. The Board will guarantee a minimum of 240 minutes of preparation time per week for intermediate grade teachers only and 200 minutes of preparation time per week for all other teachers provided that specialists are available to take over their class in accordance with the schedule. In the event a specialist is unavailable the Board will make a good faith attempt to get a substitute. When a substitute is not available, compensatory time shall be granted at the discretion of the administrator.
3. Teachers will have a forty (40) minute lunch period.
4. In order to maintain equity, teachers assigned to serve cafeteria duty shall be randomly selected to serve on a rotating basis.

Teachers who serve lunch duty shall receive their duty free lunch period of forty (40) minutes.

5. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods so long as they make their absence and return known to the main office, plus sign in and out when leaving and returning.
6. Eight (8) times per year, extended faculty meeting will be called within forty-eight (48) hours notice given with an established written agenda. Said meetings will commence at 3:05 pm and extend not later than 3:45 pm. Faculty meetings shall not be called on Fridays or any day immediately preceding a vacation unless an emergency arises.

ARTICLE 18  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

1. To encourage professional staff members to pursue a graduate program of education, reimbursement for actual costs incurred of no more than \$2000.00 per year covering tuition, books and instructional materials for a teacher shall be allowed for courses commencing after July 1, 2009, exclusive of courses required for certification for position which he or she is employed.
2. The total district-wide reimbursement will be \$10,000 per year. The Board may on a case per case basis and upon the recommendation of the Chief School Administrator, approve additional tuition reimbursements which exceed the district maximum cost.
3. If all reimbursements under A. 1. during a year do not reach the maximum set forth in A. 2., teachers who complete graduate work which meets the criteria under A. 1., A. 4. and A. 5., but who have reached the individual maximum set forth in A. 1., shall be reimbursed up to a total maximum of \$4,000.
  - a) If more than one teacher qualifies under the provisions of a. above, additional reimbursements to qualifying teachers shall be pro-rated.
  - b) In no event shall the total unit reimbursement maximum in A. 2. be exceeded without Board approval and upon the recommendation of the Chief School Administrator.
4. Prior approval of course(s) by the Chief School Administrator is required on forms provided by the Board of Education.
5. In order to be eligible for reimbursement, a grade of B or better must be obtained. If only a Pass/Fail option is available to a teacher, a passing grade must be obtained. Transcripts must be submitted to the Chief School Administrator's Office. Payment will be made after a request in writing on form(s) provided by the Board of Education.

ARTICLE 19  
MISCELLANEOUS PROVISIONS

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by registered letter at the following addresses:

- A. If by the Association, to Board at Cape May City Elementary School, 921 Lafayette Street, Cape May, New Jersey 08204. Attention: Board Secretary.
- B. Copies of this Agreement shall be made by the Board within the next thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereinafter employed or considered for employment by the Board.
- C. It is recognized that unilateral reduction of benefits which are terms and conditions of employment is unlawful. Therefore, proposed new rules or modifications of existing rules concerning terms and conditions of employment shall be negotiated with the majority representative prior to implementation.
- D. The Board will continue to provide secretarial assistance to the teaching staff when such assistance is available.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 20

### A. Salaries

Salary rates and related salary provisions are in Appendix "A" which shall be considered part of this Agreement and attached hereto.

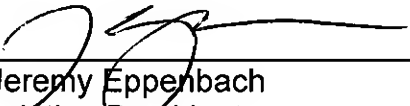
### B. Term and Renewal


The Agreement shall be effective as of July 1, 2009, except as herein provided and shall continue in full term and effect until June 30, 2012 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to said date.

### C. Witness

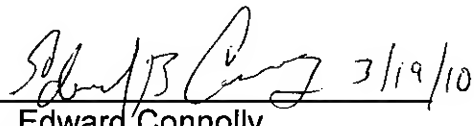
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

CAPE MAY CITY  
EDUCATION ASSOCIATION:

  
Mr. Jeremy Eppembach  
Association President

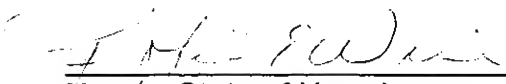
  
Mrs. Lee Ann Tarr  
Association Secretary

CAPE MAY CITY  
BOARD OF EDUCATION:

  
Mr. Edward Connolly  
Board President

  
Mr. John Thomas  
Board Secretary

On this 19<sup>th</sup> day of March, 2010, personally appeared before me the above signed individuals, to me known to be the individuals described in and who executed the foregoing instrument, and they duly acknowledge to me that they executed the same, and the statements contained therein are true.

  
Notary, State of New Jersey

**ROBIN E. WISE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 9/26/2010**

APPENDIX A  
SALARY GUIDE  
2009-2010

Step	BA	BA + 15	MA
1	43500	44800	45800
2	44000	45300	46300
3	45000	46300	47300
4	45500	46800	47800
5	46500	47800	48800
6	47500	48800	49800
7	48800	50100	51100
8	51000	52300	53300
9	51950	53250	54250
10	52450	53750	54750
11	53000	54300	55300
12	53500	54800	55800
13	54000	55300	56300
14	54500	55800	56800
15	55500	56800	57800
16	57800	59100	60100
17	59000	60300	61300
18	60300	61600	62600
19	63000	64300	65300
20	65100	66400	67400

Those teachers who were on step 20 in 2008-2009 are now off guide. Teachers who were off guide prior to 2009-2010 remain off guide. Both the Board and the Association have agreed upon their salaries. The increase for these teachers is: \$2,450.



APPENDIX B  
SALARY GUIDE  
2010-2011

Step	BA	BA + 15	MA
1	45000	46300	47300
2	45750	47050	48050
3	46500	47800	48800
4	47250	48550	49550
5	48100	49400	50400
6	49300	50600	51600
7	50800	52100	53100
8	52300	53600	54600
9	53600	54900	55900
10	54550	55850	56850
11	55400	56700	57700
12	56300	57600	58600
13	56800	58100	59100
14	57300	58600	59600
15	57800	59100	60100
16	59250	60550	61550
17	60000	61300	62300
18	61600	62900	63900
19	63700	65000	66000
20	65700	67000	68000

Those teachers who were on step 20 in 2009-2010 are now off guide. Teachers who were off guide prior to 2010-2011 remain off guide. Both the Board and the Association have agreed upon their salaries. The increase for these teachers is: \$2,450.

APPENDIX C  
SALARY GUIDE  
2011-2012

Step	BA	BA + 15	MA
1	46500	47800	48800
2	47250	48550	49550
3	48000	49300	50300
4	49000	50300	51300
5	50000	51300	52300
6	50800	52100	53100
7	52300	53600	54600
8	53800	55100	56100
9	55100	56400	57400
10	56350	57650	58650
11	57300	58600	59600
12	57800	59100	60100
13	58300	59600	60600
14	58800	60100	61100
15	59300	60600	61600
16	60750	62050	63050
17	61500	62800	63800
18	63100	64400	65400
19	64200	65500	66500
20	66200	67500	68500

Those teachers who were on step 20 in 2010-2011 are now off guide. Teachers who were off guide prior to 2011-2012 remain off guide. Both the Board and the Association have agreed upon their salaries. The increase for these teachers is: \$2,459.